

**REMARKS**

Claims 1 - 10 are pending in the present application. By this Amendment, claim 1 has been amended. No new matter has been added. It is respectfully submitted that this Amendment is fully responsive to the Office Action dated August 28, 2005.

**As to the Merits:**

As to the merits of this case, the Examiner maintains the following rejections:

1) Claims 1, 5, 6 and 10 stand rejected under 35 USC §103(a) as being unpatentable over Alexander et al. (U.S. Patent No. 6,177,931, of record) in view of Tessier et al.;

2) Claims 2 and 7 stand rejected under 35 USC §103(a) as being unpatentable over Alexander et al. and Tessier et al. in view of Breslauer et al. (U.S. Patent No. 6,637,027, of record);

3) Claims 3 and 8 stand rejected under 35 USC §103(a) as being unpatentable over Alexander et al. and Tessier et al. in view of Dunn et al. (U.S. Patent No. 5,721,829, of record);  
and

4) Claims 4 and 9 stand rejected under 35 USC §103(a) as being unpatentable over Alexander et al. and Tessier et al. in view of Kohno et al. (U.S. Patent No. 6,462,784, of record).

Claim 1, as amended, now includes the feature that “the message corresponding to the acquired information is displayed also in the case where service is provided, the selected channel has not been contracted for and the video does not come on the area where the received video is reduced and displayed.”

For example, according to the present specification, if it is judged in step S6, in the flow chart of Fig. 3, that the selected program has not been contracted for, a message corresponding to the selected program is still displayed in steps S8, S10 or S11 in order to prevent the user for judging wrongly that the digital broadcasting receiver is having technical difficulties. However, in this case the user is still provided with the digital broadcasting service, that is, the user is still able to select different channels in step S12. In other words, in the present invention, the user is still provided with the digital broadcast even though the select channel has not been contract for.

In contrast, in col. 6, lines 34-41 of Tessier, for which the Examiner specifically relies upon, when the stable overlay message is displayed to advise the subscriber that he is arrears of payment and will not be provided with service, the user is unable to select a different channel or

is not provided with service, since the controller-converter is locked to an unused channel containing noise.

More specifically, col. 6, lines 34-41 of Tessier calls for:

For example, where the channel controller-converter is controlled from the head end, the controller-converter can be locked to an **unused channel containing noise**, and a stable overlay message displayed to the subscriber as generated in the video display generator advising the subscriber for example that he is arrears of payment and will not be provided with service. (Emphasis added.)

In view of the above, it is submitted that Tessier is simply not concerned with whether a selected channel has been contracted for, since the message that the user is arrears of payment is sent when the entire broadcasting service, and not a selected channel, has not been paid for. That is, such reference is only concerned with advising the subscriber that he is arrears of payment and will not be provided with service.

In contrast, in the present invention, a message is sent to the user indicating that the user cannot view the selected channel, which has not been contracted for, in order to prevent the user from judging, wrongly, that the digital broadcasting receiver has developed a fault. In other words, even though the selected channel is not shown in the reduced video display, a message is displayed in the reduced video display to prevent the user from judging wrongly that the digital broadcasting receiver is having technical difficulties.

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As such, it is respectfully submitted that Alexander et al. and Tessier et al., singly or in combination, fail to disclose or fairly suggest the features of claim 1, as amended, concerning “the message corresponding to the acquired information is displayed also in the case where service is provided, the selected channel has not been contracted for and the video does not come on the area where the received video is reduced and displayed.”

In view of the aforementioned amendments and accompanying remarks, Applicants submit that that the claims, as herein amended, are in condition for allowance. Applicants request such action at an early date.

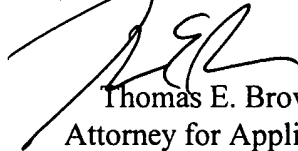
If the Examiner believes that this application is not now in condition for allowance, the Examiner is requested to contact Applicants’ undersigned attorney to arrange for an interview to expedite the disposition of this case.

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If this paper is not timely filed, Applicants respectfully petition for an appropriate extension of time. The fees for such an extension or any other fees that may be due with respect to this paper may be charged to Deposit Account No. 50-2866.

Respectfully submitted,

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